



Transportation,
Infrastructure
and Energy

Transports,
Infrastructure
et Énergie



Office of the Deputy Minister
PO Box 2000, Charlottetown
Prince Edward Island
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C.P. 2000, Charlottetown
Île-du-Prince-Édouard
Canada C1A 7N8

September 27, 2019

TIE 2018-177

Ms. Joanne L. MacKinnon
Opposition Members' Office
175 Richmond Street
PO Box 2000
Charlottetown, PE C1A 7K7

Dear Ms. MacKinnon:

Re: *Freedom of Information and Protection of Privacy Act* (the "Act")

As per the Office of the Information and Privacy Commissioner Order No. FI-19-013 dated August 20, 2019, enclosed are the records related to your request for:

"All records related to the hiring of Clifford Lee as special advisor to the province's housing hub, including records related to hiring process, qualifications, correspondence around the appointment, the contract, etc. January 1, 2018-August 3, 2018"

If you have any questions, please contact the Access and Privacy Services Office at 902-569-7590 or apso@gov.pe.ca.

Sincerely,

Darren Chaisson
Deputy Minister

c: APSO

**STANDARD EMPLOYMENT CONTRACT
PROVINCE OF PRINCE EDWARD ISLAND**

THIS AGREEMENT made this 29th day of May, A.D., 2018.

BETWEEN:

GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the
Deputy Minister of Transportation, Infrastructure and Energy (hereinafter referred
to as the "Employer")

AND:

Clifford Lee, of Charlottetown, in the County of Queens, Province of Prince Edward
Island. (hereinafter referred to as the "Employee")

THIS CONTRACT WITNESSETH that in consideration of the covenants and conditions
herein contained, the parties hereto covenant and agree that the Employee shall be employed by
the Employer upon the following basis:

1. The Employee shall assume all those responsibilities and diligently execute all those duties set out in Schedule "A".
2. The Employer shall pay the Employee as a Senior Advisor of Social Infrastructure (Level 27 step 6, plus 7% Excluded Pay Plan) on the basis of a 37.5 hour work week at the salary rate, before deductions, of \$128,821) per annum, effective the date of employment. The above-stated salary will be adjusted to reflect any negotiated increases applicable to the employee's position, title and step which occur during the term of this employment contract.
3. The Employer may make deductions for the Employee from salary payable to the Employee in such amount or amounts and for such purposes as are more particularly set forth in Schedule "B" hereto.
4. The term of this employment shall commence on the 18th June, 2018 and terminate on the 17th day of June, 2021, unless terminated on an earlier date in accordance with paragraph 8 hereof.
5. All of the provisions of the *Civil Service Act* Regulations from time to time in force respecting employees employed by the Employer on a contract basis shall be read as provisions of this Contract.

6. Notwithstanding the exclusion of benefits for contract employees as described in Part VI of the *Civil Service Act* Regulations, the Employee is entitled to the benefits listed below and which are subject to the terms and conditions or limitations on entitlement set out in the current Terms and Conditions of Employment for Excluded Supervisory and Confidential Employees of the Province of Prince Edward Island:

- a) Sick Leave
- b) Statutory Holidays
- c) Special Leave
- d) Injury on Duty Leave
- e) Group Insurance

6 weeks Contract C plan

7. The Employee shall accumulate 30 days paid vacation per fiscal year of service on the same terms and conditions as prescribed in the current Terms and Conditions of Employment for Excluded Supervisory and Confidential Employees of the Province of Prince Edward Island.
8. The parties agree that the Employee shall not participate in the pension plan known as the Civil Service Superannuation Fund. The parties acknowledge that should the Employee choose not to participate in the pension plan for the period of this contract, the Employee will not be eligible in the future to purchase this contract period as pensionable service.
9. a) The parties agree that due to the nature of the work either party may terminate this contract by delivering a notice in writing to the other party by personal service or registered mail indicating the effective date of the termination. The notice period shall be no less than 6 months.
- b) The Employer may pay to the Employee, in lieu of notice, a sum equal to the amount the employee would have earned during the requisite notice period. Provision of such payment by the Employer shall constitute provision of reasonable notice of termination to the Employee.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED AND DELIVERED
in the presence of:

GOVERNMENT OF PRINCE EDWARD
ISLAND as represented by the Deputy
Minister of Transportation, Infrastructure
and Energy

Margaret MacKay
WITNESS

[Signature]

WITNESS

[Signature]
Employee

This is "Schedule A" to a Contract of Employment between the Employer and Clifford Lee dated June 5, 2018.

DUTIES AND RESPONSIBILITIES

The Employee acknowledges that the duties and responsibilities listed in Schedule "A" are subject to review. The Employee agrees that any changes approved by the Employer shall replace the existing provisions or be incorporated into the Schedule "A" as appropriate, and form part of the Employment Contract.

Senior Advisor Social Infrastructure

Primary work location – Charlottetown

Duties: See attached.

This is "**Schedule B**" to a Contract of Employment between the Employer and
 Clifford Lee dated June 5, 2018.

DEDUCTIONS FROM SALARY

1. Mandatory Deductions:

- (a) Federal Income Tax;
- (b) Provincial Income Tax;
- (c) Canada Pension Plan Contributions;
- (d) Unemployment Insurance Contributions;
- (e) Any court-ordered deductions.

2. Optional Deductions: Employee to indicate by initialling whether or not (s)he wishes to participate in each of the plans or benefits listed, if eligible:

	<u>WILL PARTICIPATE</u>	<u>WILL NOT PARTICIPATE</u>
(a) Basic Insurance Coverage Package, including:	<u>✓</u>	<u> </u>
i) Group Life		
ii) Accidental Death & Dismemberment		
iii) Long Term Disability		
(b) If employee has chosen to participate in (a) above, (s)he may participate in any one or more of the following:	<u>✓</u>	<u> </u>
i) Term Life: (a) Employee	<u>✓</u>	<u> </u>
(b) Spouse	<u> </u>	<u> </u>
ii) Dependent Life		
NOTE: Dependent Life available only to an employee and/or spouse who participate in Term Life Insurance		
iii) Supplementary Accidental Death & Dismemberment		
A. Single	<u> </u>	<u> </u>
B. Family	<u> </u>	<u> </u>
(c) Medical Insurance (Medical Coverage)		
i) Single	<u> </u>	<u> </u>
ii) Family	<u> </u>	<u> </u>
(d) Dental Insurance (Dental Coverage)		
i) Single	<u> </u>	<u> </u>
ii) Family	<u> </u>	<u> </u>
(e) Pension:		
i) Civil Service Superannuation Fund	<u> </u>	<u> X </u>

NOTE: Should the employee choose not to participate in the pension plan for the period of this contract, the Employee will not be eligible in the future to purchase this contract period as pensionable service.

Employer Initial

DL

Employee Initial

CL

Effective June 18/18

DUTIES AND RESPONSIBILITIES

The Employee agrees to execute diligently and to the best of his/her ability the duties and responsibilities listed hereunder for position of Housing Hub Special Advisor with the Department of Transportation, Infrastructure and Energy:

Housing HUB:

- Provide leadership of the implementation of the Housing Action Plan
- Address point in time need using the Market analysis and trends, provide advice and support to partners.
- Identify leverage funding opportunities.
- Examine emerging affordable housing trends: garden suites, micro-units, zoning allowances and shared housing incentives.

Municipal:

- Work with municipalities and the Federation of PEI Municipalities to identify best practices and benchmarks to streamline development supports for affordable housing, including regulation processes, incentives, needs assessment and capacity.
- Travel province wide to each municipality and community to host information sessions on affordable housing incentives for developers and community partners while addressing the affordable housing need within each provincial area.

Expression of Interest (EOI) review:

- Sit on the Expression of Interest (EOI) review working group to evaluate submissions of short term, long term, and new development of affordable housing from developers.
- Prioritize the submissions base on rent charged, # units, location, energy efficiency, and timeline of availability.

Developers:

- Meet with developers on the affordable housing options they have to offer.
- Inform developers of available funding both federally and provincially.
- Identify opportunities for Developers to address construction-related market shortfalls to ensure the availability of qualified trades to build needed housing i.e. SEED Funding, DPAP, Co-Investment Fund.

Senior Advisor:

- Analyze and advise the Cabinet Committee on Housing of the completed implementation stages of the Affordable Housing Action Plan.
- Provide relevant insights and expert advice to senior government with organized accurate data.